

# REQUEST FOR PROPOSALS

**RFP NUMBER: DYS100112**

**DATE ISSUED: April 15, 2009**

The Ohio Department of Youth Services (ODYS) is requesting Bids  
for:

## **COMMUNITY-BASED TREATMENT CENTERS (CBTC) (RESIDENTIAL)**

**INQUIRY PERIOD BEGINS: April 15, 2009**

**PRE-BID CONFERENCE: April 23, 2009, 9:00 AM Eastern Standard Time**

**INQUIRY PERIOD ENDS: May 11, 2009, 8:00 AM**

**OPENING DATE: May 18, 2009**

**OPENING TIME: 3:00 PM Eastern Standard Time**

**OPENING LOCATION: ODYS CENTRAL OFFICE**  
(Mail or Deliver Sealed Bids to 51 North High Street  
this Address) Columbus, OH 43215  
**ATTN: Alan Childress – Agency Procurement Officer**

*Note: This Request for Proposal is for Community-based treatments centers for three Ohio metropolitan areas – Cincinnati, Columbus and Cleveland. Multiple awards may result from this bid.*

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### ATTACHMENTS

- Attachment 1 Standard Terms and Conditions
- Attachment 2 Bidder Profile
- Attachment 3 Declaration Statement

Attached is an Ohio Department of Youth Services` (ODYS) Request for Proposal (RFP). If you are interested in responding please complete the "Bidder Response" and attach all documentation required. Provided below are additional requirements and directions for all potential Bidders.

- After reviewing Part Three, Exhibit A; Part 4, regarding the Declaration Statements Explanations and Attachment Three, (Standard Terms and Conditions) and if applicable, other attachments, complete and sign "Bidder Response".
- Directions for completion of the Bidder Response Form:
  1. Sections should all be completed. We request that they be typed or legibly printed.
  2. Proposed costs are to be ALL INCLUSIVE. Services will NOT be reimbursed if they are not listed. If the proposed cost is based upon a fee schedule or budget, be sure to attach these documents.

**NOTE: If the Bidder receives or anticipates receiving any other type(s) of funding (e.g. Medicaid, Title IV-E, etc.), the Bidder is to provide multiple rates based on eligibility (e.g. one rate for non-eligible program/youth and one rate for eligible). A schedule detailing the adjustment(s) is to be attached to the "Bidder Response."**

3. Attach any and all documents requested.

- General Notes:

1. If you have any questions, please submit an inquiry as directed in Part One, General Instructions.
2. Make a note of the deadline date and time detailed in Part Two, RFP Time Requirements. This information provides the date and time that your Response must be received by the ODYS Site requesting the bid. There will be no exceptions.
3. Be sure to return the ENTIRE package received (not just the “Bidder Response” page but also all attachments), with original signatures, (blue ink is preferred) and five (5) copies of the complete package.
4. A “Provider Checklist” is attached (final page) to assist you with completing the RFP package.

## PART ONE: GENERAL INSTRUCTIONS

### I. GENERAL INSTRUCTIONS

#### A. Contacts

The following section provides details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

The following Project Representative will represent ODYS during the Bid process:

**Name:** Alan Childress – Agency Procurement Officer  
**Bid Open** 51 North High Street  
**Address:** Columbus, OH 43215  
**Bid** During the bid process – communication should be only via email, with:  
**Manager:** Alan Childress, CPPO, Agency Procurement Officer

**Email:** [Alan.childress@dys.ohio.gov](mailto:Alan.childress@dys.ohio.gov)

During the performance of the Contract, a Project Representative will represent ODYS and will be the primary contact for matters relating to the Contract. ODYS will designate the Contract Monitor in writing at the time the contract is awarded.

**By submitting a Bid, the Bidder acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.**

The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in this RFP.

#### B. Inquiries/Clarifications

Bidders may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Timeframe Requirements. To make an inquiry, Bidders must contact the above listed Bid Manager, via email. Responses will be emailed. All inquiries and responses will be posted on the website where the bid opportunity is posted. Interested bidders will be able to access the questions and answers during the time the bid is posted.

Bidders may make inquiries regarding this RFP any time during the inquiry period listed in the Timeframe Requirements.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant part of this RFP and include the provision heading with the RFP page number. The inquiry must contain the name of the prospective Bidder, and prospective Bidder's representative who should receive the response, including the representative's business telephone and fax numbers.

Bidders who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other

form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODYS staff or any other agency of the State to discuss the bid may result in the bidder being deemed not responsive.

**C. Bid Deadline and Requirement**

Each Bidder should submit an original and four (4) complete, sealed, and signed copies of its Bid, with the outside of the envelope(s) clearly marked as indicated in Part Two.

Acceptable delivery methods for submission of contractor Bids are U.S. Mail, any over night or express delivery service, courier or hand delivery. All Bids must be received at the submission address indicated within this RFP no later than 3:00 pm, Eastern Standard Time on the listed deadline date. No Bids will be accepted after the deadline. The time clock at the receiving facility will rule the official receipt time.

Submit Bids to the ODYS RFP Project Representative named under the Contact.

ODYS shall reject any Bids or unsolicited Bid amendments received after the deadline. ODYS will reject late Bids regardless of the cause for the delay. Should a disagreement occur regarding delivery, the Bidder must provide evidence of delivery date and time.

Each Bidder must carefully review the requirements of this RFP and the contents of its Bid. Once opened, Bids cannot be altered, except as allowed by this RFP.

ODYS may reject any Bid if the Bidder takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Bidder's Bid fails to meet any requirement of this RFP. ODYS may also reject any Bid that it believes is not in its interests to accept and may decide not to do business with any of the potential contractors responding to this RFP.

To protect the integrity of the evaluation and award process, Bid responses will not be available for public viewing until after the contract has been officially awarded. Bidders may not contact ODYS staff, other contractors or any other member of the State to discuss their Bid or to discuss any of the other responses to the RFP. Bidders who attempt to make such contacts may be deemed not responsive.

All Bids and other submitted material will become the property of ODYS and will not be returned. The Bidder should not include proprietary information in a Bid because ODYS maintains the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after ODYS awards the Contract.

ODYS will retain all Bids or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, ODYS may return, destroy, or otherwise dispose of the Bids and copies.

**D. Waiver of Defects**

ODYS maintains the right to waive any defects in any Bid or in the Bidder's submission process. ODYS will only waive immaterial defects if it believes that is in the ODYS's interest.

**E. Bid Instructions**

The Contractor must organize each Bid in a manner consistent with the order of this RFP and any attachments, if any.

ODYS wants clear and concise Bids. Potential contractors should take care to completely answer questions and meet all RFP requirements.

The requirements for the Bid's contents and formatting are contained in an attachment to this RFP.

ODYS will not be liable for any costs incurred by any Bidder in responding to this RFP, even if the ODYS does not award a Contract through this process. ODYS may decide not to award a service contract. It may also cancel this RFP and contract for these services through some other process or by issuing another RFP.

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## PART TWO: RFP TIMEFRAME REQUIREMENTS

### II. RFP TIMEFRAME REQUIREMENTS

#### A. Firm Dates

RFP Issued:	April 15, 2009
Inquiry Period Begins:	April 15, 2009
Pre-bid Conference:	April 23, 2009, 9:00 AM Eastern Standard Time
Inquiry Period Ends:	May 11, 2009, 8:00 AM
Bid Due Date:	May 18, 2009 by 3:00 PM Eastern Standard Time
Work Begins:	July 1, 2009

Failure to meet a deadline, in the submission or evaluation phases or any objection to the dates for performance in the Bid phase, may result in the ODYS not considering the Bid of the Bidder.

#### B. Amendments to Bids

Amendments or withdrawals of Bids are allowed until 3:00 P.M., Eastern Standard Time, on the stated Bid Due Date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

#### C. Bid Deadline and Requirement

Each Bidder must submit its original and required number of copies of the Bid Response packet, in a sealed envelope, with the outside of each envelope clearly marked with the bid number and title:

#### **“COMMUNITY-BASED TREATMENT CENTERS FOR ODYS”**

*Pre-Bid Conference:* The pre-bid conference will be held in Delaware, OH on April 23, 2009, from 9:00 AM to 12:00 PM, Eastern Standard Time. The purpose of the conference will be to present a brief overview of the RFP and to respond to questions about the RFP process or the CTBC project. Representatives from the Ohio Department of Youth Services and the University of Cincinnati will be available to answer questions. Please respond to Jeff Spears, via email ([jeff.spears@dys.ohio.gov](mailto:jeff.spears@dys.ohio.gov)) by 5:00 pm on April 17, 2009, regarding the name and agency of the individuals planning to attend the bidders' conference. The location of the conference is:

Ohio Department of Youth Services Training Academy  
Academy Room  
7990 Dublin Road  
Delaware, OH 43015

After the pre-bid conference is completed, inquires must follow the protocol detailed in “General Instructions”, Part 1B.

***The term of this contract is from July 1, 2009 to June 30, 2011.***

Multiple Awards – All Statement of Needs and Services delineated in Exhibit A apply to the three metropolitan areas listed on the cover page. Offerors may bid on one single region, multiple regions or all regions listed on the pricing page of the RFP. MULTIPLE AWARDS MAY RESULT FROM THIS BID.

Bidders may use the first Bidder's Response Form to propose for all three metropolitan areas. Bidders may use Bidder's Response Forms 2-4 to propose for a specific metropolitan area.

The objective of this RFP is to solicit Bids for the requested services to the Ohio Department of Youth Services at the facility(s) indicated. The successful Bid will form the basis of a contract for such services, and be the minimum acceptable standard expected of the contractor throughout the term of the contract.

The Contractor must fully describe and document how they will fulfill the services as required by the RFP. The Contractor must provide services in a manner consistent with established standards of the American Correctional Association (ACA), the Ohio Department of Youth Services and all federal, state and local laws.

The Contractor will schedule service times with the appropriate ODYS Regional Office administrative staff and provide the service within the hours that youth are available.

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**PART THREE: OVERVIEW OF SERVICES**  
**COMMUNITY-BASED TREATMENT CENTERS**  
**Exhibit A**

This Request for Proposals has been released without an appropriation of funds and may be withdrawn at the discretion of the Ohio Department of Youth Services.

**Statement of Need:**

The Ohio Department of Youth Services (ODYS) with the assistance of the Division of Criminal Justice at the University of Cincinnati (UC) is in the process of designing several community-based treatment centers (CBTC). The impetus for developing these programs was findings from the 2005 evaluation of the Ohio RECLAIM funded programs indicating that moderate risk youth placed in an ODYS institution recidivated at a substantially higher rate than similar youth who were placed in the community (Lowenkamp & Latessa, 2005). Hence, the vision of this initiative is to create an alternative placement for moderate risk youth committed to ODYS.

The CBTC project has the following three goals: (1) to provide an intensive, high fidelity, evidence-based treatment program for moderate risk youth; (2) to reduce recidivism for moderate risk youth; and (3) to provide high quality, intensive aftercare services that support community and family reunification/stability.

The purpose of this project is the development of regional sites so that juveniles can be diverted from institutional placement and treated where they live. This allows and requires significant emphasis on family involvement and effective reentry and transition services. The treatment model is designed to be delivered to groups of twelve youth. The greater-metropolitan areas of Cincinnati, Cleveland and Columbus have been chosen to implement the initial sites. As such, the purpose of this Request for Proposals is to identify interested and qualified community-based providers to operate residential treatment programs with reentry and transition services. ODYS is seeking to contract with a provider or providers to secure approximately:

- a) 24 treatment beds in the Cincinnati area
- b) 24 treatment beds in the Columbus area
- c) 24 treatment beds in the Cleveland area

From this Request for Proposals, vendors deemed qualified based upon the criteria identified in the Proposal Evaluation Scoring Form will be selected for the Cincinnati, Cleveland and Columbus metro-areas.

The University of Cincinnati has been charged with developing the evidence-based treatment model to be used at the CBTCs. UC is also responsible for training and coaching the staff that will implement the program, providing ongoing consultation and regular quality assurance to ensure fidelity to the UC model. Thus, the vendor must agree to follow the prescribed program model as designed by the University of Cincinnati and participate in all trainings, coaching, fidelity and quality assurance activities. Likewise, all staff hired by the vendor will be required to participate in the UC training and coaching and to comply with the standards dictated by UC and ODYS. The vendor will have an opportunity to provide feedback on the UC model so that any implementation concerns can be identified and addressed. A detailed description of the treatment model, *Community-Based Treatment Centers Program Description*, which can be found on the ODYS website, below the posting for this RFP.

A "condition of award" requires the selected provider(s) and appropriate staff to participate in approximately 80 hours of initial training regarding the treatment model prior to placement of youth in the program. Compensation for the training activities will be

provided through a separate agreement with UC. Initial training will consist of general information on the cognitive behavioral treatment (CBT) model, CBT tools, the behavioral modification system as well as training on the specific curricula used in the program. Staff may also be required to attend ongoing training as program components are rolled out or adapted. All staff responsible for delivering or overseeing treatment will be required to attend.

Once selected and provided training on the treatment model, the vendor agrees to collaborate with UC to refine the program components. The vendor is expected to provide feedback to UC on the assessment protocol, treatment schedule, curricula, family programming, behavior modification system, educational programming and reentry/transition services, although all final decisions regarding the program model will be made by ODYS in collaboration with the University of Cincinnati. In addition, the vendor must allow the use of their program as a training site for future programs. This will entail allowing providers from other parts of the state to participate in training, shadow staff, observe groups and individual sessions and utilize material from the program.

**B. Eligibility:**

Eligible applicants include 501(c)(3) community-based organizations demonstrating a minimum of two (2) years experience working with the target population, a consortium of 501(c)(3) community-based organizations demonstrating a minimum of two (2) years experience working with the target population, mental health and/or alcohol and other drug boards, and units of county government. To be eligible, all applicants must demonstrate via a letter signed by the administrative juvenile court judge of the targeted geographic area that the court is committed and willing to participate, as appropriate, in the proposed program.

**C. Statement of Services:**

**1. Target Population:**

The target population is moderate risk males ages 14 to 17 years old that have been committed to ODYS on a felony level offense. Moderate risk will be defined by the results of an actuarial risk assessment. For youth returning to family, a family member or supportive adult must also agree to participate in the program. The supportive adult may be a volunteer, mentor or surrogate for the family member. Youth with significant mental health issues, cognitive limitations or other issues that are likely to prohibit successful participation in an intensive CBT program will be excluded. Youth whose current adjudication is for a sexual offense may not be admitted to the program. ODYS will permit youth committed to the department and placed in the program to interact with youth not committed to the department (general population) but prohibits placing or providing services to non-ODYS youth on a unit funded by the department.

**2. Definition of Services to be Received:**

The State of Ohio, Department of Youth Services, will provide the appropriate number of youth leaders and social workers based upon the selected site's physical plant structure and programming needs. To assist in determining the appropriate number of youth leaders and social workers to be provided by the state, ODYS will conduct a walk-through of the proposed physical plant. In addition to the youth leaders and social workers, ODYS will also designate one parole officer for each 12 bed unit to provide care coordination during the residential and aftercare components. The vendor will provide residential units as requested in the Statement of Need and the administrative and clinical supervision for each residential unit. The administrative and clinical supervision will include: overseeing

CBTC program, scheduling all program staff (including youth leaders and social workers), ensuring that program is being delivered as designed, managing programming, providing clinical supervision of staff, observing and monitoring of treatment practices and evaluating staff clinical skills, conducting weekly treatment team meetings and other program meetings, overseeing diagnostic decisions, overseeing daily operation of the program (including safety and security), assuring that basic youth needs are met (food, hygiene, clothing), conducting staff meetings, and tracking of program outcomes. The response to the Request for Proposals should clearly delineate the vendor's administrative structure, correlating staff responsibilities and activities required to execute the *Community-Based Treatment Centers Program Description*. **The vendor is urged to review and consider using the Proposal Evaluation Scoring Form as a guide to develop their proposal.**

It should be noted that the vendor is required to evaluate the work performance of State of Ohio, Department of Youth Services' youth leaders/social workers and make recommendations to the ODYS contract manager regarding the discipline of youth leaders/social workers. Youth leaders are represented by the Ohio Civil Service Employee Association and social workers are represented by the Service Employees International Union.

**Licensure and/or Certification:**

Residential services will be provided on a 24 hours a day, 365 days per year basis. Re-entry and transition services will be evidence-informed practices that complement the residential treatment component of the model. Aftercare design will be assisted by UC. Provision of these services will require licensure and/or certification by one or more of the agencies listed below:

- **Ohio Department of Job and Family Services**
- **Ohio Department of Mental Health**
- **Ohio Department of Alcohol and Drug Addiction Services**

The contractor will maintain such license(s)/certification(s) and adhere to all of the standards of the license(s)/certification(s) approval. If a license or certification expires during the term of the contract, the contractor must provide to the ODYS a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Bidder Response (attached), the contractor certifies that all staff required to be licensed are appropriately licensed. The residential treatment center will also be in compliance with all applicable laws, ordinances, fire safety standards and current license criteria. These licenses and verifications are to be made available for review by ODYS upon request.

Upon the request of ODYS, the vendor will secure any and all additional licenses/certifications required to operate the program and/or enhance program funding.

**Length of Stay and Aftercare:**

The length of stay for youth in the residential placement will be approximately 120 days. Placements requiring a time period greater than 120 days must be recommended by the treatment team and supported with the appropriate documentation. ODYS has sole authority to determine length of stay. The average length of aftercare will range between 90 and 120 days.

**Experience:**

Agencies/providers will have a minimum of two (2) years experience providing treatment to adolescents associated with the juvenile justice system. In particular, providers currently utilizing evidence-informed curricula and treatment models will be preferred. Likewise, agencies with experience developing residential placements for delinquent youth and aftercare programs to assist youth with transition to the community will be preferred. Finally, programs are sought with experience assisting youth with independent living so that older youth or youth with limited family support will have additional assistance with community transition.

**Staff Requirements:**

The State of Ohio, Department of Youth Services, will provide the appropriate number of youth leaders and social workers based upon the selected site's physical plant structure and programming needs. These staff will be employed by ODYS and managed by the vendor. ODYS would like to engage the vendor in the selection of these youth leaders and social workers and is requesting that the vendor provide in their response a narrative explaining their agency staff selection process and any screening tools used to select direct care staff. In addition to the youth leaders and social workers, ODYS will assign one parole officer per 12 residential beds to provide care coordination and aftercare services.

The vendor will provide clinical and administrative staff. Clinical staff hired by the vendor will supervise the social workers provided by ODYS and should possess a clinical license. The clinical supervisor hired by the vendor should have an independent clinical license or a Ph.D. The vendor will also supply administrative support as needed to operate the CBTC. Administrative duties will include supervising and scheduling the ODYS youth leaders. To assist in determining the appropriate number of social workers and youth leaders required to implement the program, vendors are required to identify in their response the number of social workers and youth leaders required to operate the program. In addition, the vendor must provide a table of organization that delineates the clinical and administrative structure required to operate the program and a two-week staffing plan for both social workers and youth leaders that ensures adequate coverage for each shift and takes into account vacation, sick leave, training days, and other types of leave.

Both vendor and ODYS staff are expected to work in collaboration with UC and the parole officers assigned to work with youth at the CBTC. The vendor will be required to work in conjunction with local schools and other agencies that might assist the youth in reentry to the community. The use of regular and structured treatment team meetings will be required to ensure ongoing communication among program staff and ancillary providers.

If a vendor is selected to operate the first CBTC, which is scheduled to open August 1, 2009, all staff must be in place by July 1, 2009 to participate in approximately 80 hours of initial training regarding the treatment model.

**Title IV-E and Medicaid Requirement:**

ODYS will entertain applications from entities licensed and/or certified by the Ohio departments of Jobs and Family Services, Mental Health, and Alcohol and Drug Addiction Services.

If a vendor is contracted to provide services and is not Title IV-E eligible and Medicaid certified, the vendor agrees to work cooperatively with state agencies to become Title IV-E eligible and Medicaid certified. Title IV-E eligibility must be achieved within a timeline

that will be established in collaboration with the Ohio Department of Job and Family Services.

The provider will be responsible for applying for a medical card for all eligible youth. This will be completed as soon as possible.

### **3. Description of Services:**

The provider will collaborate with UC and ODYS in the delivery of residential and reentry and transition services identified in the CBTC Program Description.

The CBTC program is to be housed in a residential facility provided by the vendor. It will be based upon a Cognitive-Behavioral Therapy model developed by UC. The model will address criminogenic risk factors through cognitive restructuring and skill acquisition. Likewise, youth will participate in approximately 15 hours<sup>1</sup> of structured CBT treatment per week including group treatment, individual sessions, case management, and family intervention. Staff will be expected to provide treatment during non-traditional evening and weekend hours.

The program will be developed based upon a 5-phase system: 1) Orientation; 2) Intensive Treatment; 3) Ongoing Treatment; 4) Reentry Preparation; and, 5) Aftercare (reentry and transition services). Group treatment will continue throughout the four residential phases and aftercare phase of the program. An ODYS parole officer will be assigned to each 12 bed unit to provide care coordination during both the 120-day residential stay and aftercare.

Prior to beginning the program, each youth will have a comprehensive assessment and case plan, to be conducted collaboratively by the vendor and ODYS parole officer. The vendor may be required to send staff to the county detention center or another outside location to screen the youth to determine eligibility for the program.

Once admitted, each youth will be expected to meet defined behavioral goals as he progresses through the program. It is also expected that the vendor will provide youth with a supervised, stable and safe environment, while addressing therapeutic targets.

In addition to treatment, youth will be required to participate 27.5 hours per week in educational programming provided by a bona fide educational entity using highly qualified and certified teachers with curriculum based upon Ohio Academic Content Standards. Educational programming may be individualized and/or alternative services (e.g. GED preparation) that address the needs of youth outside the educational mainstream. Preference will be given to applicants that can demonstrate a partnership and historic relationship with a career tech entity or an entity with a background in providing: a) career technical education; b) tech prep; c) post-secondary educational options; and, d) apprenticeships. It is expected that the educational component: a) be designed as a seamless system of education from intake through aftercare; and, b) integrate treatment and the education prescription that is tailored for each youth through a personalized learning plan or IEP (in the case of a student with a disability). Preferably the personalized learning plan will be co-developed with a representative from the youths' district of residence and treatment providers. Also preferred is an assurance that each student's progress be monitored during confinement and aftercare through periodic meetings between the youth and a representative from the district of residence when applicable. Educational staff will be expected to participate in training that is fundamental to integrating the treatment and education prescription of students.

For the educational component, the vendor should establish outcomes. At a minimum the outcomes should measure educational growth of each student toward passing the next level of achievement test the student is to take. In the case of a disengaged student, outcomes should measure growth toward passing the GED, or acquiring basic skills to enter a vocational training program.

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<sup>1</sup> These hours may be modified based upon modification to the treatment model or Medicaid requirements.

During the aftercare (reentry and transition) phase the parole officer will monitor youths' progress and may identify the need for additional services to address youth and family needs. When additional services are identified as needed (e.g. intensive substance abuse treatment, home based treatment, etc.) the parole officer may consult with the contractor to identify appropriate community-based services.

Other specific services that the contractor will ensure include:

1. Completion of all intake assessments and treatment plans within 30 days of admittance to the CBTC facility. Treatment plans must allow for input by UC and the designated ODYS staff and provide a timeline to be utilized as a framework for treatment services for each youth.
2. Upkeep of regular progress notes for group, individual, case management and family intervention.
3. Overseeing the youth grievance process.
4. Submission of a written termination report within ten (10) days of the termination.
5. Facilitation of youths' academic and/or employment needs, including transitional academic programming, GED preparation, employment/job skills development or other vocational skills deemed necessary.
6. Transportation of youths to and from all medical appointments, counseling sessions and other necessary appointments, unless other arrangements have been made with designated ODYS staff.
7. Since youth in the program will be committed to the custody of ODYS, submitting any necessary paperwork to juvenile court or accompanying youth to court appointments.
8. Filing of charges on any youth that becomes assaultive or involved in other illegal activity. ODYS requires this in order to hold youth accountable for their behavior.
9. Immediate notification of all significant incidents, including absconders, to ODYS. On evenings and weekends, the contractor will utilize an emergency pager number.
10. Compilation and submission of monthly attendance sheets noting youth in placement. These must be submitted by the fifth day of each month.
11. When applicable, reimbursement from Federal entitlement programs (e.g. Medicaid, Title IV-E) will be pursued and the vendor will submit to ODYS Medicaid, Title IV-E and other cost reports in a manner and format prescribed by ODYS.
12. Scheduling all program staff including ODYS youth and social workers.
13. Provide recommendations regarding selection, reassignment and discipline of ODYS staff.
14. Employee performance evaluations completed and submitted to ODYS contract manager for all ODYS employees assigned to the residential component of the program.
15. When applicable, recommendations for discipline of ODYS assigned to the residential component of the program provided to the ODYS contract manager.
16. Vendor will secure ODYS contract administrator's approval for overtime at a threshold determined during the development of the contract.
17. Bi-weekly submission of ODYS staff timekeeping requirements.
18. If applicable, meeting reimbursement accreditation standards.
19. Building maintenance.

**D. Monitoring and Evaluation:**

The University of Cincinnati will provide ongoing monitoring and evaluation of the services being provided. Thus, the vendor will make staff available for regular interviewing, observation, and surveying so that the program model can be assessed on an ongoing basis. Likewise, UC staff may participate in treatment teams, assessments, group treatment, family interventions, aftercare groups or other programming so that coaching and technical assistance can be provided. Feedback will be provided by UC and standards that are dictated must be complied with to ensure fidelity to the treatment model.

In addition, ODYS will contract with an independent assessor to conduct an outcome evaluation to ensure that the program is successfully meeting the primary goals of: (1) providing an intensive, high fidelity, evidence-based treatment program for moderate risk youth; (2) reducing recidivism for moderate risk youth; and (3) providing high quality, intensive aftercare services that support community and family reunification/stability. The vendor will cooperate with and provide required data to the outside evaluator.

The primary goal for the youth is to develop the skills necessary to engage prosocially in the community. The degree to which this goal is realized will be objectively measured for all youth participating in the program. Hence, UC will identify assessments to be used as pre-post tests and the vendor will be required to utilize such instruments. Further, the provider will need to document decisions such as phase progression and program completion based upon objective measures of areas such as decreased criminal thinking and prosocial skill acquisition.

ODYS will provide contract and fiscal monitoring and oversight of the program. The assigned ODYS staff and his/her contacts will complete monitoring of day-to-day services with the contractor's representatives, UC and clients. Up to three times per year, ODYS may evaluate the program to determine compliance with Ohio Department of Education, ODYS and ACA standards, if applicable.

**E. Compensation:**

The vendor will be compensated on a per unit basis. A "unit" is defined as "per diem/per youth" on page 3 of 4 of form number DYS SOP 102.11.03 (lower left corner of form). When determining the "per diem/per youth", vendors should consider expenses related to fulfilling the expectations of the *Community-Based Treatment Centers Program Description*. The per diem/per youth rate will be paid during youths' residential stay, but not while on aftercare. Supplementary aftercare services that may be needed by youth and/or family members (e.g. home based treatment, intensive substance abuse treatment, individual/family counseling) are not to be incorporated into the per diem/per youth rate, but if a vendor proposes to provide them in addition to the required services they should clearly identify the supplementary aftercare services in their proposal.

When calculating the per diem, the vendor should consider the State of Ohio, Department of Youth Services, will provide the appropriate number of direct care youth leaders and social workers based upon the selected site's physical plant structure and programming needs. In addition, ODYS will assign one parole officer per 12 residential beds to provide care coordination and aftercare services. The personnel expenses for these staff will be paid by the State of Ohio.

**F. Selection Criteria:**

Proposals will be scored using the attached "Proposal Evaluation Scoring Form." The respondent to the RFP should format the proposal to include responses and supporting documentation to the following selection criteria:

1. The respondent demonstrates they are a 501(c) (3) community-based organization demonstrating a minimum of two (2) years experience working with the target population, or a consortium of 501(c) (3) community-based organizations demonstrating a minimum of two (2) years experience working with the target population, or a mental health and/or alcohol and other drug board, or a unit of local or county government. Adequate documentation is provided.
2. The respondent demonstrates via a letter signed by the administrative juvenile court judge of the targeted geographic area that the court is committed and willing to participate, as appropriate, in the proposed program.
3. The respondent is either licensed/certified by Ohio departments of Job and Family Services, Mental Health or Alcohol and Drug Addition Services and provides adequate documentation to confirm licensure(s)/certification(s).
4. The respondent identifies and adequately describes the physical location of the proposed CBTC units and the number of beds.
5. The proposal reflects vendor's experience in developing and providing residential and aftercare services for the target population.
6. The proposal reflects vendor's experience utilizing evidence-informed curriculum and treatment models.
7. The proposal includes vendor's commitment to collaborate with UC and ODYS in the development, implementation and refinement of program and clearly agrees to follow the prescribed program model developed by UC.
8. The proposal includes vendor's agreement to "condition of award" (RFP page 2) requiring participation in approximately 80 hours of intensive training regarding the treatment model prior to placement of youth in the program.
9. The respondent indicates the number of youth leaders and social workers required to implement the program at their site and provides a table of organization delineating the clinical and administrative structure.
10. The respondent provides a two-week staffing plan for the youth leader and social worker positions required to implement the program. The two-week staffing plan is divided into first, second and third shifts.
11. The respondent provides relief factor calculations to support the two-week staffing plan.
12. The respondent provides narrative explaining their agency's selection process and tools used to select direct care staff.
13. The respondent provides a clinical and administrative structure with correlating staff responsibilities and activities that is adequate to execute the CBTC Program Description (assessment, group & individual treatment, family intervention, behavior modification, aftercare and reentry) and activities in "C. Statement of Services; 2. Definition of Services to be Received:" (RFP page 3)
14. The respondent clearly identifies all services they will provide and adequately fulfills expectations of "C. Statement of Services; 3. Description of Services:" (RFP pages 6-8). Vendor provides plan for education that meets program requirements.
15. The proposal reflects vendor's provision of reentry and transition services and provides information about specific organizations they have engaged to provide community-based services.
16. The proposal reflects method whereby youth participation and progress will be documented and provided to ODYS.
17. The respondent provides staff credentials and they are appropriate for this type of service.

18. The clinical supervisor has an independent license or Ph.D. and adequate documentation is provided.
19. The respondent provides documentation of Title IV-E and Medicaid licensure/certification. (Preferred but not mandatory.)
20. Unit cost is clearly explained and is reasonable considering the comprehensive services required to meet the needs of the program.

A significant component of the selection criteria will include an interview with proposal reviewers and ODYS officials. Only organizations receiving the highest cumulative scores in sections I through III of the scoring form will be interviewed.

Prior to final selection of vendor(s), ODYS reserves the right to inspect the physical plant proposed by the respondent and may disqualify the proposal if ODYS deems the proposed site inadequate.

**G. Renewal Clause:**

This contract may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Contractor, in writing, sixty (60) days prior to the expiration of the current contract.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all proposals where the contractor takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all proposals where the contractor, taking into consideration factors including, but not limited to, price and the results of the evaluation process (if applicable), had determined that the award of a contract would not be in the best interest of the contractor or the state.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

**H. Bidders' Conference:**

A bidder's conference will be held in Delaware, Ohio on April 23, 2009 at 9:00 pm. The purpose of the conference will be to present a brief overview of the RFP and to answer any questions about the RFP requirements or CBTC project. Representatives from the Ohio Department of Youth Services and the University of Cincinnati will be available to answer questions. Please e-mail Jeff Spears ([jeff.spears@dys.ohio.gov](mailto:jeff.spears@dys.ohio.gov)) by 5:00 pm on April 17, 2009 the name and agency of the individuals planning to attend the bidders' conference. The location of the conference will be:

Ohio Department of Youth Services Training Academy  
Academy Room  
7990 Dublin Road  
Delaware, Ohio 43015

**PROPOSAL EVALUATION SCORING FORM**

Service Proposed: Community-Based Treatment Centers \_\_\_\_\_

Proposed agency: \_\_\_\_\_

Proposed City/Area of Service: \_\_\_\_\_

**Mandatory Applicant Qualifications**

Applicant is a 501(c)(3) community-based organization demonstrating a minimum of two (2) years experience working with the target population, a consortium of 501(c)(3) community-based organizations demonstrating a minimum of two (2) years experience working with the target population, a mental health and/or alcohol and other drug board, or a unit of local or county government. Adequate documentation is provided.	<b>YES</b>	<b>NO</b>
Applicant demonstrates via a letter signed by the administrative juvenile court judge of the targeted geographic area that the court is committed and willing to participate, as appropriate, in the proposed program.	<b>YES</b>	<b>NO</b>
Applicant is either licensed/certified by Ohio departments of JFS, MH or ADAS and provides adequate documentation to confirm.	<b>YES</b>	<b>NO</b>

*All bullet points in each section will be considered during the evaluation period.*

**I. SERVICE DELIVERY:**

Meets requirements of Exhibit A. (Each item is 0 to 4 points)	<b>Poor (0-1)</b>	<b>Adequate (2)</b>	<b>Good (3)</b>	<b>Superior (4)</b>
<ul style="list-style-type: none"> <li>◆ The vendor identifies and adequately describes the physical location of the proposed CBTC units and the number of beds. _____</li> <li>◆ Proposal reflects vendor's experience in developing and providing residential and aftercare services for target population. _____</li> <li>◆ Proposal reflects vendor's experience utilizing evidence-informed curriculum and treatment models. _____</li> <li>◆ Proposal includes vendor's commitment to collaborate with UC and ODYS in the development, implementation and refinement of program and clearly agrees to follow the prescribed program model developed by UC. _____</li> <li>◆ Proposal includes vendor's agreement to "condition of award" (RFP page 2) requiring participation in approximately 80 hours of intensive training regarding the treatment model prior to placement of youth in the program. _____</li> <li>◆ The vendor indicates the number of full-time youth leaders and social workers required to implement the program at their site and provides a table of organization delineating the clinical and administrative structure. _____</li> <li>◆ The vendor provides a two-week staffing plan for the youth leader and social worker positions required to implement the program. The two-week staffing plan is divided into first, second and third shifts. _____</li> <li>◆ Vendor provides relief factor calculations to support the two-week staffing plan. _____</li> <li>◆ Vendor provides narrative explaining their agency's staff selection process and tools used to select direct care staff. _____</li> </ul>				

<ul style="list-style-type: none"> <li>◆ Vendor provides discipline policy for direct care staff. ____</li> <li>◆ The vendor provides a clinical and administrative structure with correlating staff responsibilities and activities that is adequate to execute the CBTC Program Description (assessment, group &amp; individual treatment, family intervention, behavior modification, aftercare and reentry) and activities in “C. Statement of Services; 2. Definition of Services to be Received:” (RFP page 3) ____</li> <li>◆ The vendor clearly identifies all services they will provide and adequately fulfills expectations of “C. Statement of Services; 3. Description of Services:” (RFP pages 6-8). Vendor provides plan for education that meets program requirements. ____</li> <li>◆ Proposal reflects vendor’s provision of reentry and transition services and provides information about specific organizations they have engaged to provide community-based services. ____</li> <li>◆ Proposal reflects method whereby youth participation and progress will be documented and provided to ODYS. ____</li> </ul>				
<b>SCORE</b>	<b>Poor (0-14)</b>	<b>Adequate (15-28)</b>	<b>Good (29-42)</b>	<b>Superior (43-56)</b>

**TOTAL SCORE:** \_\_\_\_/56

**II. LICENSURE and CREDENTIALS**

Vendor/staff have appropriate licenses, credentials and experience. (Each item is 0 to 4 points)	<b>Poor (0-1)</b>	<b>Adequate (2)</b>	<b>Good (3)</b>	<b>Superior (4)</b>
<ul style="list-style-type: none"> <li>◆ Staff credentials are appropriate for this type of service. ____</li> <li>◆ The clinical supervisor has an independent license or Ph.D. ____</li> <li>◆ Vendor provides documentation of Title IV-E and Medicaid licensure/certification. (Preferred but not mandatory.) ____</li> </ul>				
<b>SCORE</b>	<b>Poor (0-3)</b>	<b>Adequate (4-6)</b>	<b>Good (7-9)</b>	<b>Superior (10-12)</b>

**TOTAL SCORE:** \_\_\_\_/12

**III. BUDGET:**

Budget is clear and specific. (The item is worth 0 to 16 points)	<b>Poor (0-3)</b>	<b>Adequate (4-6)</b>	<b>Good (7-9)</b>	<b>Superior (10-12)</b>
<ul style="list-style-type: none"> <li>◆ Unit cost is reasonable considering the comprehensive services required to meet the needs of the program. ____</li> </ul>				
<b>SCORE:</b>	<b>Poor (0-3)</b>	<b>Adequate (4-6)</b>	<b>Good (7-9)</b>	<b>Superior (10-12)</b>

**TOTAL SCORE:** \_\_\_\_/12

**IV. INTERVIEW & PHYSICAL PLANT INSPECTION(UP TO 20 POINTS)**

A portion of the interview will focus upon staffing plans, the provision of educational services, reintegration into the school district of residence, reentry and transition services, and engaging community partners. A physical plant inspection may be conducted.

**INTERVIEW TOTAL SCORE** \_\_\_\_/20

Ohio Department of Youth Services  
**SAMPLE CONTRACT INVOICE**

CONTRACTOR NAME/ADDRESS	PURCHASER NAME/ADDRESS (ODYS Site)
-------------------------	------------------------------------

**NOTE:** Contractor must invoice ODYS within 10 working days of the final date of service for the invoice period

The following are to be utilized for "Description of Service(s) and "Unit Type" listed below

*PER YOUTH	*SCREEN/TEST	*ASSESSMENT	*MILEAGE
*INDIVIDUAL SESSION	*GROUP SESSION	*PER YOUTH/PER HOUR	
*PER MEAL	*HOURLY	*WEEKLY	*MONTHLY *PER VISIT

TYPE OF SERVICE:	
------------------	--

DATES OF SERVICE:	
-------------------	--

DESCRIPTION OF SERVICE(S)	UNIT TYPE (IF REQUIRED)		TOTAL UNITS	X	UNIT RATE (A)	=	TOTAL
FY2010	Per diem/per youth			X		=	
				X		=	
				X		=	
				X		=	
<b>TOTAL:</b>							

(A) if rate is less than "contracted rate due to cost sharing, other funding received, etc. attach detailed explanation

**NOTE:** if travel reimbursement is a part of said contract, it shall be paid in accordance with rates in the travel rules of the State of Ohio. Office of Budget and Management as set forth in Ohio Administrative Code. Rule 126.1-02

I certify that the above units of service were delivered and that any other related reimbursements requested are accurate and in accordance with the established contract. Above costs are not being reimbursed by Medicaid.
Contractor's Signature: _____ Date: _____

I certify that the above units of service and any other related reimbursements requested for payment were received and are in accordance with the established contract. If applicable, I have verified that the information submitted on the attached "Contractor's Activity Sheet" balances to the above information.

ODYS Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ODYS Approver: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Submit original and 1 copy

**BIDDER RESPONSE FORM # 1 – Includes all 3 Metropolitan Areas**

**BIDDER RESPONSE**

***BID DYS100112, COMMUNITY-BASED TREATMENT CENTERS***

***PROPOSAL MUST BE RECEIVED BY: (NOTE FAX COPIES WILL NOT BE ACCEPTED)***

**Deadline Date**  
**5/18/2009**

**Deadline Time**  
**3:00 P.M. EST**

**Bid Contact Person Name**

**Alan Childress**

[Alan.childress@dys.ohio.gov](mailto:Alan.childress@dys.ohio.gov)

*Please Print or Type:*

a) Bidder's Name	b) Company Name (If applicable)	
c) Address	d) City, State and Zip	e) Telephone Number
f) Federal Tax I.D. # or S.S.# (Circle One)	g) Contact Person's Name (List telephone # if different than above)	
h) Contact Email Address:		

i)	(Required) STATE FISCAL YEAR	(Required) UNIT (Hour, each, etc.)	(Required) PROPOSED # OF UNITS *	X	(Required) * MAXIMUM UNIT COST	=	(Required) MAXIMUM TOTAL
	FY2010	Per diem/per youth		X		=	
	FY2011	Per diem/per youth		X		=	

**TOTAL:**

If the Bidder receives or anticipates receiving any other type(s) of funding (e.g. Medicaid, Title IV-E, etc.), the Bidder is to provide multiple rates based on eligibility (e.g. one rate for non-eligible program/youth and one rate for eligible). A schedule detailing the adjusted rates is to be attached to the Bidder's Response.

**NOTE: It is the Bidder's responsibility to assure that any individual who provides services related to this RFP, be licensed, certified or accredited as required above. If during the term of this proposal/contract, any required license, certificate and/or accreditation expire, it is the VENDOR'S RESPONSIBILITY to submit the renewal to ODYS.**

The following are the licenses and/or certificates and/or accreditations the bidder must have, (or be able to secure within a timeframe to be determined at the discretion of ODYS), in order to qualify to provide this service.

**A COPY OF ANY LICENSE REQUIRED MUST BE ATTACHED.**

<b>CURRENT LICENSURE AS INDICATED IN EXHIBIT A, B-2</b>	
i)	Provide a detailed description of the program/service that will be provided in response to this RFP. Include how you or your organization meets or exceeds the capability to provide the services described in the attached Exhibit A. If it is demonstrated that you or your organization can NOT provide these services, your RFP Response may be rejected.
j)	If there are any exceptions to the services requested in Exhibit A of this RFP, attach a detailed explanation. DYS reserves the right to disqualify any bidder whose exceptions significantly impact the delivery of services.

My **ORIGINAL SIGNATURE** below signifies that I understand and accept, on behalf of myself or the above named Company, all of the terms and conditions contained herein and attached. I understand that an unsigned or copy of this RFP is **NOT** acceptable.

**Authorized Signature:**

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**Date**

**NAME** (type or print)

**TITLE** (type or print)

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**BIDDER RESPONSE FORM # 2 – CINCINNATI AREA ONLY**

**BIDDER RESPONSE**

***BID DYS100112, COMMUNITY-BASED TREATMENT CENTERS***

***PROPOSAL MUST BE RECEIVED BY: (NOTE FAX COPIES WILL NOT BE ACCEPTED)***

**Deadline Date**  
**5/18/2009**

**Deadline Time**  
**3:00 P.M. EST**

**Bid Contact Person Name**  
**Alan Childress**  
[Alan.childress@dys.ohio.gov](mailto:Alan.childress@dys.ohio.gov)

*Please Print or Type:*

a) Bidder's Name	b) Company Name (If applicable)	
c) Address	d) City, State and Zip	e) Telephone Number
f) Federal Tax I.D. # or S.S.# (Circle One)	g) Contact Person's Name (List telephone # if different than above)	
h) Contact Email Address:		

i)	(Required) STATE FISCAL YEAR	(Required) UNIT (Hour, each, etc.)	(Required) PROPOSED # OF UNITS *	X	(Required) * MAXIMUM UNIT COST	=	(Required) MAXIMUM TOTAL
	FY2010	Per diem/per youth	8,760	X		=	
	FY2011	Per diem/per youth	8,760	X		=	

**TOTAL:**

If the Bidder receives or anticipates receiving any other type(s) of funding (e.g. Medicaid, Title IV-E, etc.), the Bidder is to provide multiple rates based on eligibility (e.g. one rate for non-eligible program/youth and one rate for eligible). A schedule detailing the adjusted rates is to be attached to the Bidder's Response.

**NOTE: It is the Bidder's responsibility to assure that any individual who provides services related to this RFP, be licensed, certified or accredited as required above. If during the term of this proposal/contract, any required license, certificate and/or accreditation expire, it is the VENDOR'S RESPONSIBILITY to submit the renewal to ODYS.**

The following are the licenses and/or certificates and/or accreditations the bidder must have, (or be able to secure within a timeframe to be determined at the discretion of ODYS), in order to qualify to provide this service.

**A COPY OF ANY LICENSE REQUIRED MUST BE ATTACHED.**

<b>CURRENT LICENSURE AS INDICATED IN EXHIBIT A, B-2</b>	
i)	Provide a detailed description of the program/service that will be provided in response to this RFP. Include how you or your organization meets or exceeds the capability to provide the services described in the attached Exhibit A. If it is demonstrated that you or your organization can NOT provide these services, your RFP Response may be rejected.
j)	If there are any exceptions to the services requested in Exhibit A of this RFP, attach a detailed explanation. DYS reserves the right to disqualify any bidder whose exceptions significantly impact the delivery of services.

My **ORIGINAL SIGNATURE** below signifies that I understand and accept, on behalf of myself or the above named Company, all of the terms and conditions contained herein and attached. I understand that an unsigned or copy of this RFP is **NOT** acceptable.

**Authorized Signature:**

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**Date**

**NAME** (type or print)

**TITLE** (type or print)

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**BIDDER RESPONSE FORM # 3 – COLUMBUS AREA ONLY**

**BIDDER RESPONSE**

***BID DYS100112, COMMUNITY-BASED TREATMENT CENTERS***

***PROPOSAL MUST BE RECEIVED BY: (NOTE FAX COPIES WILL NOT BE ACCEPTED)***

**Deadline Date**  
**5/18/2009**

**Deadline Time**  
**3:00 P.M. EST**

**Bid Contact Person Name**  
**Alan Childress**  
[Alan.childress@dys.ohio.gov](mailto:Alan.childress@dys.ohio.gov)

*Please Print or Type:*

a) Bidder's Name	b) Company Name (If applicable)	
c) Address	d) City, State and Zip	e) Telephone Number
f) Federal Tax I.D. # or S.S.# (Circle One)	g) Contact Person's Name (List telephone # if different than above)	
h) Contact Email Address:		

i)	(Required) STATE FISCAL YEAR	(Required) UNIT (Hour, each, etc.)	(Required) PROPOSED # OF UNITS *	X	(Required) * MAXIMUM UNIT COST	=	(Required) MAXIMUM TOTAL
	FY2010	Per diem/per youth	8,760	X		=	
	FY2011	Per diem/per youth	8,760	X		=	

**TOTAL:**

If the Bidder receives or anticipates receiving any other type(s) of funding (e.g. Medicaid, Title IV-E, etc.), the Bidder is to provide multiple rates based on eligibility (e.g. one rate for non-eligible program/youth and one rate for eligible). A schedule detailing the adjusted rates is to be attached to the Bidder's Response.

**NOTE: It is the Bidder's responsibility to assure that any individual who provides services related to this RFP, be licensed, certified or accredited as required above. If during the term of this proposal/contract, any required license, certificate and/or accreditation expire, it is the VENDOR'S RESPONSIBILITY to submit the renewal to ODYS.**

The following are the licenses and/or certificates and/or accreditations the bidder must have, (or be able to secure within a timeframe to be determined at the discretion of ODYS), in order to qualify to provide this service.

**A COPY OF ANY LICENSE REQUIRED MUST BE ATTACHED.**

<b>CURRENT LICENSURE AS INDICATED IN EXHIBIT A, B-2</b>	
i)	Provide a detailed description of the program/service that will be provided in response to this RFP. Include how you or your organization meets or exceeds the capability to provide the services described in the attached Exhibit A. If it is demonstrated that you or your organization can NOT provide these services, your RFP Response may be rejected.
j)	If there are any exceptions to the services requested in Exhibit A of this RFP, attach a detailed explanation. DYS reserves the right to disqualify any bidder whose exceptions significantly impact the delivery of services.

My **ORIGINAL SIGNATURE** below signifies that I understand and accept, on behalf of myself or the above named Company, all of the terms and conditions contained herein and attached. I understand that an unsigned or copy of this RFP is **NOT** acceptable.

**Authorized Signature:**

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**Date**

**NAME** (type or print)

**TITLE** (type or print)

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**BIDDER RESPONSE FORM # 4 – CLEVELAND AREA ONLY**

**BIDDER RESPONSE**

***BID DYS100112, COMMUNITY-BASED TREATMENT CENTERS***

***PROPOSAL MUST BE RECEIVED BY: (NOTE FAX COPIES WILL NOT BE ACCEPTED)***

**Deadline Date**  
**5/18/2009**

**Deadline Time**  
**3:00 P.M. EST**

**Bid Contact Person Name**

**Alan Childress**

[Alan.childress@dys.ohio.gov](mailto:Alan.childress@dys.ohio.gov)

*Please Print or Type:*

a) Bidder's Name	b) Company Name (If applicable)	
c) Address	d) City, State and Zip	e) Telephone Number
f) Federal Tax I.D. # or S.S.# (Circle One)	g) Contact Person's Name (List telephone # if different than above)	
h) Contact Email Address:		

i)	(Required) STATE FISCAL YEAR	(Required) UNIT (Hour, each, etc.)	(Required) PROPOSED # OF UNITS *	X	(Required) * MAXIMUM UNIT COST	=	(Required) MAXIMUM TOTAL
	FY2010	Per diem/per youth	8,760	X		=	
	FY2011	Per diem/per youth	8,760	X		=	

**TOTAL:**

If the Bidder receives or anticipates receiving any other type(s) of funding (e.g. Medicaid, Title IV-E, etc.), the Bidder is to provide multiple rates based on eligibility (e.g. one rate for non-eligible program/youth and one rate for eligible). A schedule detailing the adjusted rates is to be attached to the Bidder's Response.

**NOTE: It is the Bidder's responsibility to assure that any individual who provides services related to this RFP, be licensed, certified or accredited as required above. If during the term of this proposal/contract, any required license, certificate and/or accreditation expire, it is the VENDOR'S RESPONSIBILITY to submit the renewal to ODYS.**

The following are the licenses and/or certificates and/or accreditations the bidder must have, (or be able to secure within a timeframe to be determined at the discretion of ODYS), in order to qualify to provide this service.

**A COPY OF ANY LICENSE REQUIRED MUST BE ATTACHED.**

<b>CURRENT LICENSURE AS INDICATED IN EXHIBIT A, B-2</b>	
i)	Provide a detailed description of the program/service that will be provided in response to this RFP. Include how you or your organization meets or exceeds the capability to provide the services described in the attached Exhibit A. If it is demonstrated that you or your organization can NOT provide these services, your RFP Response may be rejected.
j)	If there are any exceptions to the services requested in Exhibit A of this RFP, attach a detailed explanation. DYS reserves the right to disqualify any bidder whose exceptions significantly impact the delivery of services.

My **ORIGINAL SIGNATURE** below signifies that I understand and accept, on behalf of myself or the above named Company, all of the terms and conditions contained herein and attached. I understand that an unsigned or copy of this RFP is **NOT** acceptable.

**Authorized Signature:**

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**Date**

**NAME** (type or print)

**TITLE** (type or print)

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## **PART FOUR: DECLARATION STATEMENT EXPLANATIONS**

I. Instructions – The intent of this part of the bid document is to clarify the items that will be required to implement a contract and to explain the Declaration Statements on Attachment Three. Bidders must sign and return Attachment Three with their bid response.

### **Ohio Elections Law**

#### **A. Prohibition**

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively bid contract for the purchase of goods or services costing more than \$500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee.

#### **B. Individual, Partnership, Association, Estate or Trust**

A vendor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its bid an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (I) of the Revised Code.

#### **C. Corporation or Business Trust**

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its bid an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.

### **Ohio Ethics and Conflict of Interest Laws**

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

**Equal Employment Opportunity:** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

***Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to***

***comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: <http://www.das.ohio.gov/Eod/AAPV.htm>***

#### Statement of Compliance.

ODYS intends for the Contractor, all of the Contractor's employees and/or subcontractors to implement and comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODYS security policies, Standard Operating Procedures and, where applicable, Protocols of the Office of Correctional Healthcare, ODYS Management Audit Standards and ACA Standards pertaining to healthcare services as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted. The Contractor agrees that any students, interims, or residents, as part of a formal training program, will work under staff supervision commensurate with their level of training.

#### Bidder Profile Summary

Using the form provided in Attachment Two, the Bidder must provide a five-year history of all contracts, for which the Bidder is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. Information provided includes: Company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. Attachment Two may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.

#### Conflict of Interest

Each Bid must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of these services. ODYS has the right to reject a Bid in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict. See page 3 of Declaration Statements, Attachment Three.

#### Proof of Workers' Compensation Insurance

The Contractor must carry and show proof of current coverage for Workers' Compensation for all employees, subcontractors and independent contractors under this contract. The Contractor agrees and understands that ODYS shall not provide Workers' Compensation coverage for the contractor, employees of the contractor or any subcontractors. Sole proprietors and staffing agency companies are also subject to comply with all Workers' Compensation insurance requirements.

All insurance policies must remain in effect during the term of this contract and any subsequent renewals. The Contractor must continue to provide proof of current coverage for each policy any time a previous certificate expires.

#### W-9 Form

The Bidder must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, completed in blue, not black, ink. All other copies of a Bid may contain copies of the W-9 form. Please indicate on the cover letter, which Bid is the original. The W-9 form may be accessed and downloaded at the following website: <http://www.irs.gov/faqs/faq12-5.html>

Declaration of Material Assistance

**Completed Declaration of Material Assistance (DMA)/NonAssistance to Terrorist Organization. *Prior to Award***, the Contractor must complete return this form with the bid response. No award can be made unless this form is on file with the Contracts Section of ODYS. The form may be accessed and downloaded at the following website:

[http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/HLS\\_0038\\_Contracts.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf)

## ATTACHMENT ONE: STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR CONTROLLING BOARD APPROVAL: If DAS or Controlling Board approval is required, this Contract shall not be valid and enforceable until appropriate approvals are received.
2. CERTIFICATE OF AVAILABLE FUNDS: Notwithstanding any other provision of this Contract, and in accordance with Section 126.07 of the Revised Code of Ohio, this Contract shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.
3. NATURE OF CONTRACT: It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of ODYS or the State of Ohio. The Contractor must receive ODYS written approval prior to entering into any subcontract or joint venture for the delivery of services required by this Contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.  
Throughout the term of this contract, the Contractor shall provide ODYS with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.

The Contractor agrees that while operating in an ODYS facility the contractor and/or any employee or subcontractor of the contractor, shall follow all applicable rules and regulations for that facility.

Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

4. NONDISCRIMINATION: Pursuant to O.R.C., Section 125.111, the Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability, as defined in ORC 4112.01, national origin, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this contract. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in a manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, age, disability as defined in ORC 4112.01, national origin, or ancestry.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, setting forth the provisions of this nondiscrimination clause. The Contractor and any Subcontractor shall state in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor that it is an equal opportunity employer and shall incorporate the requirements of this Section in all of its contracts for any of the performance of work under this contract.

The Contractor agrees that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Ohio Revised Code, Section 122.71. Annually, the contractor agrees to file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

5. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable Federal, State and Local laws in the performance of the work hereunder.

The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Contract. The contractor must provide workers compensation for their employees and submit proof upon request. ODYS and the State of Ohio shall not be liable for any taxes under this Contract.

Additionally, the State of Ohio, ODYS is exempt from state, county, and transit sales taxes for services and goods supplied to and billed directly to ODYS.

6. GOVERNING LAW: This Contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio and the United States. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance hereunder shall be brought only in the courts of Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.
7. TERMINATION OR DEFAULT: Prior to the expiration of the term of this Contract, either party may terminate the Contract, with or without cause, by providing written notice to the other party not less than thirty (30) days prior to the termination date. Termination pursuant to this paragraph will relieve either party of further obligation under this Contract. In no event will ODYS be obligated to pay for any services not actually performed by the Contractor.
8. CONTRACT AMOUNT CHANGES: ODYS and the Contractor agree that ODYS may make adjustments in the total amount of this contract as may be necessary to provide essential services. Adjustments shall not cause ODYS to exceed annual or biennial allocations. An increase in the total amount of the contract may be subject to approval by DAS or Controlling Board before any such change is valid and enforceable. ODYS shall notify the contractor, in writing, the effective dates of any such change.
9. MODIFICATION TO SERVICES: ODYS and the Contractor agree that any change in the rate(s) or type(s) of service shall require written agreement by both parties.
10. RECORDS RETENTION: The Contractor shall maintain independent books, records, documents, and papers involving all transactions relative to the performance of this Contract which reflect any and all direct and indirect costs expended in the performance of this contract in a manner consistent with generally accepted accounting principals in the performance of services required by this contract. Youth case files and material filed or referenced under a youth's name shall be maintained according to the retention schedule established by ODYS. The Contractor shall, for each subcontract authorized by ODYS, in excess of twenty-five hundred dollars (\$2,500.00), require its subcontractor(s) to agree to the same provisions of this article.

All of the above records, books, documents, papers, case files, etc. shall be retained for seven (7) years unless ODYS approves a shorter retention period, in writing. The Contractor may apply for such authorization after the fiscal year in which the final entry was made. In addition, all of the above documents shall be made available at all reasonable times during the period of their required retention by authorized Federal, State and ODYS personnel.

The Contractor agrees to be responsible for the costs of any audit in which it is determined that the Contractor violated, in any material respect, any provision of Federal, and State or local law.

11. DISCLOSURE OF INFORMATION: Contractor agrees that it will not use or disclose any information concerning ODYS youth for any purpose unless necessary to the administration of ODYS or Contractor's responsibilities under this Contract. The Contractor agrees to obtain the written consent of ODYS prior to disclosure of youth records unless otherwise ordered by a court of competent jurisdiction.
12. LIMITATION OF LIABILITY: The State's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Contractor under the ODYS "Contract and Agreement", "Compensation of Services" article, above, or the amount of direct damages incurred by the Contractor, whichever is less. In addition, the Contractor agrees that ODYS and the State of Ohio and any funding source for this contract are held harmless and immune from any and all claims for injury or damages arising from this contract which are attributable to the Contractor's own actions or omissions or those of its trustee, officers, employees, subcontractors, suppliers, and other third parties while acting under this contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks. Contractor agrees to bear all costs associated with defending against any such claims or legal actions when requested by ODYS or State to do so.
13. CONFLICTS OF INTEREST: No personnel of the Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

If any person acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or any such person involuntarily acquires any such incompatible or conflicting personal interest, then the contractor shall immediately disclose such interest to ODYS in writing. Thereafter, such person shall not participate in any action affecting the work under this contract, unless ODYS shall determine that, in the light of the personal interest disclosed, such participation in any such action would not be contrary to the public interest.

14. ENTIRE AGREEMENT: The Contract, when signed by both parties, along with any attachments and the Request for Proposal and Response (if an RFP process was used), constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This Contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
15. NOTICES: Except as specifically provided otherwise, all notices, consents and communications hereunder shall be given in writing, and be either hand carried or sent by certified mail, return receipt requested, to the respective addresses on the signature page of this document
16. SEVERABILITY: The provisions of this Contract are severable and independent. If any provision of this contract be deemed unenforceable by a court of competent jurisdiction in

whole or in part, the remaining provisions of this contract and any partially enforceable provisions, to the extent enforceable, shall, nevertheless, be binding and enforceable.

17. **SUCCESSORS AND ASSIGNS:** Except as provided in this paragraph, neither this Contract nor any rights hereunder may be assigned or transferred in whole or in part by either party, without the prior written consent of the other party. The work contemplated in this contract is to be performed by the Contractor, who may subcontract without ODYS approval for the purchase of articles, supplies, components or special mechanical services that do not involve the type of work or services described in Exhibit A but which are required for its satisfactory completion. The Contractor should notify ODYS, in advance, of any of these subcontracts or joint ventures. All work subcontracted shall be at the expense of the Contractor.
18. **DRUG FREE WORKPLACE:** The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
19. **CHILD SUPPORT:** The Contractor agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that any person performing services hereunder meets child support obligations established under state law. Further, by executing this agreement the Contractor certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to Chapters 3119, 3121, 3123 and 3125 of the Ohio Revised Code.
20. **OWNERSHIP:** ODYS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by ODYS shall be subject to copyright by the Contractor in the United States or any other country. The Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent required by law.
21. **FIREARMS RESTRICTION:** The Contractor agrees that the Contractor, any Subcontractor, and /or any person acting on behalf of the Contractor or Subcontractor, will not possess or maintain the presence of any firearm in or on any premise used in the delivery of residential services of youth. The Contractor agrees to apply, in

writing, within ten (10) days of the Contractor's execution of this contract for a written waiver of this provision from ODYS Director in the event that this provision would create an economic hardship (e.g. an employer, such as a police department, requires a foster parent who is also a police officer to carry a firearm as a requirement of his/her employment) or would otherwise be unreasonable.

22. **OTHER APPLICABLE LAW:**  
The Contractor is required to comply with O.R.C., Chapter 4115 "Wages and Hours on Public Works" as required by law.

The Contractor shall meet State of Ohio requirements for certification, licensure and registration where applicable. Contractor shall be required to provide proof of such certification, licensure and registration and to provide any renewal certification, licensure and registration.

The Contractor shall comply with the provisions as specified in the O.R.C., Section 109.572 regarding criminal records check and fingerprinting and maintain adequate records thereof.

In the performance of this contract, the Contractor agrees to comply with all Federal, State, and Local laws and the Ohio Administrative Code.

ODYS is subject to O.R.C. 149.43 "Availability of Public Records", and therefore any documents, which are a part herein, shall be disclosed as required by law.

23. NOTICE TO RETIREES: A retiree cannot continue to receive benefits and work as an independent contractor under a contract for any period of time for the employer from which they retired. This prohibition is applicable regardless of the number of hours or days actually worked.
24. UNRESOLVED FINDINGS FOR RECOVERY: Contractor affirmatively represents and warrants to ODYS that it is not subject to a finding or recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation and warrant is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by ODYS hereunder shall be immediately repaid to ODYS, or an action for recovery may be immediately commenced by ODYS for recovery of said funds.
25. Sweatshop Free: By the signature affixed to this ITB/RFP, Bidder/Offeror certifies that all facilities used for the production of the supplies or performance of services offered in the bid/RFP are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Bidder/Offeror in furnishing the supplies or services described in the bid/RFP and awarded to the Bidder/Offeror. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

**ATTACHMENT TWO: BIDDER PROFILE SUMMARY**

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

**ATTACHMENT THREE: DECLARATION STATEMENTS**  
**Re: DYS100112, COMMUNITY-BASED TREATMENT CENTERS**

Failure to complete, and return with the bid, this Declaration Attachment may deem your bid non-responsive

**Ohio Elections Law Information:** (See Attachment One, Article XVI)

A. Prohibition

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively bid contract for the purchase of goods or services costing more than \$500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee.

B. Individual, Partnership, Association, Estate or Trust

A vendor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its bid an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (I) of the Revised Code.

C. Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its bid an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.

**Ohio Ethics and Conflict of Interest Laws Information:** (See Attachment One, Article X)

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

**Equal Employment Opportunity Information:**

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be

found by going to the Equal Opportunity Department's website:  
<http://www.das.ohio.gov/Eod/AEEEO.htm>

**LOCATION OF SERVICES/OFF-SHORE/I-9 CERTIFICATION  
 DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:**

List names of subcontractors who will be performing work under the Contract.

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By the signature affixed to this Attachment, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODYS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODYS, will be deemed as a default. If a default should occur, ODYS will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

\_\_\_\_\_ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

\_\_\_\_\_ (Company) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

\_\_\_\_\_ (Company) agrees that it (and any personnel or independent contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the Department of Youth Services; and, that this contract does not constitute any joint employment relationship between (insert Company name, and its representatives and the Department of Youth Services, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

\_\_\_\_\_ (Company) agrees to above:

**Contract Performance.** The Bid must provide the following information for this section for the past seven years. Please indicate yes or no in each column. If the answer to any item is affirmative, the Bidder must provide complete details about the matter on a separate page.

Yes/No	Description
	The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.
	The Bidder has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).

	The Bidder, any officer of the Bidder, or any owner of a twenty percent (20%) interest or greater in the Bid has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Bidder, any officer of the Bidder, or any owner with a twenty percent (20%) interest or greater in the Bid has been convicted of a felony or is currently under indictment on any felony charge.

**Conflict of Interest.** Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, may be found in Attachment One, Article X.

The Bidder must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest not indicated in the check list above:

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***While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Bid from consideration, such an answer or statement and a review of the background details may result in a rejection of the Bidder's bid, at the sole discretion of the evaluation team.*** The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the project, and the best interests of the State.

I attest that I am a representative of the organization listed in this bid and have the authority to bind the Bidder to the aforementioned requirements.

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

	Yes	No
Do you have experience providing Community-Based Treatment Centers?	_____	_____
Have you any proven experience with adolescent correctional healthcare?	_____	_____
Have you any proven experience with multi-cultural populations?	_____	_____
Have you experience with adolescents?	_____	_____
Past performance on previous state contracts	_____	_____

This Bid covers all Statement of Services listed on Exhibit A:

Yes \_\_\_\_\_ No \_\_\_\_\_

If No: please explain specific statement of services that could not be met.

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Authorized signature \_\_\_\_\_ Date \_\_\_\_\_

## **PROVIDER CHECKLIST**

Please read each question and initial or check each box


Did you review the ODYS Exhibit A?

Did you review the Terms and Conditions?

### **"Bidders Information"**


Did you complete each box?

Did you clarify (by circling) whether the # provided in (f) is a Federal Tax I.D. # or a Social Security #?

### **"Proposed Cost"**


Did you bid as ODYS requested (e.g. by hour)?

Did you bid for the entire time frame requested (e.g. 1 Year/Six Months)?

Do you anticipate receiving any outside funding (e.g. Medicaid, IV-E, etc.) and if so,

Did you provide an attachment detailing such funding?


Did you check your bid for mathematical errors?

Does your Bidder's Response include all services and/or other reimbursable costs for which you will invoice ODYS?

### **"Detailed Description"**


Did you include a **detailed** description of your program/services?

Do you meet minimum qualifications outlined in the RFP?

### **"Exceptions"**

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*If applicable*, did you provide a detailed explanation of any exceptions you have in regards to Exhibit A?

### **OTHER**


Did you sign and date your Response?

Did you include all required certifications, licenses, etc.?

Did you include requested documents: i.e. the Declaration Statements Attachment; the Declaration of Material Assistance; W-9 Form?

Is your bid being submitted within the timeframes established in Part Two?

Are you returning an entire, signed, completed original bid package?

Are you returning five entire, signed, completed copies of the bid package?

Did you make a copy for your records?

Did you include the W-9 Form?



